

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

SAMUEL SHATKIN, DDS, MD)	
2500 Kensington Ave.)	
Amherst, New York 14226)	
	Plaintiff)	<u>COMPLAINT</u>
v.)	
)	Case No.: _____
ANDREW JAKSON)	
41 Beresford Court)	
Williamsville, NY 14221)	
)	JURY DEMANDED
and)	
)	
DENTAL TECH LABORATORIES, LLC)	
235 Aero Drive)	
Buffalo, New York 14225)	
	Defendants)	
)	

Plaintiff SAMUEL SHATKIN, DDS, MD by and through his counsel Duke, Holzman, Yaeger and Photiadis LLP, as and for his Complaint, states and alleges as follows:

NATURE OF THE ACTION AND JURISDICTION

1. This is an action arising under the Lanham Act, 15 U.S.C. § 1125(a).
2. Upon information and belief, the Court has jurisdiction of this action under 15 U.S.C. § 1121 and 28 U.S.C. § 1331 and 1338.
3. Venue is appropriate in this district because defendants' residence and principal place of business is in this district and the conduct at issue took place, at least in part, in this district.

THE PARTIES

4. Plaintiff Samuel Shatkin, DDS, MD ("Dr. Shatkin") is a resident of Erie County and maintains a principal office for business in Amherst, New York.

5. Upon information and belief, defendant Dental Tech Laboratories, LLC ("Dental Tech") is a New York limited liability company with a principal place of business at 235 Aero Drive, Buffalo, New York 14225. Defendant Andrew Jakson is a resident of Erie County New York and controls Dental Tech.

FACTUAL BACKGROUND

6. Dr. Shatkin is a licensed medical doctor and dentist in the State of New York with over 50 years of clinical experience.

7. F.I.R.S.T. Laboratories, LLC ("FIRST") is a limited liability company duly organized under the Limited Liability Company Act of the State of Oklahoma, and has its principal place of business in the County of Erie at 2500 Kensington Ave., Amherst, New York.

8. Plaintiff's son, Todd Shatkin, DDS, is the owner and holder of 33.3 percent (33.3%) membership interest in FIRST.

9. Andrew Jakson ("Jakson") d/b/a Dental Tech Laboratories, LLC ("Dental Tech") is the owner and holder of 33.3 percent (33.3%) membership interest in FIRST.

10. IMTEC Corporation ("IMTEC") is the owner and holder of 33.3 percent (33.3%) membership interest in FIRST.

11. FIRST is a full service national dental lab which provides, among other things, case planning and consultation with dentists, and then fabrication of crowns, dentures, bridges, surgical stents, and restorations to dentists throughout the country.

12. Plaintiff's son, Todd Shatkin, DDS, invented and holds a patent to certain mini-dental implant technology concerning a system of Dental Restoration of Single Stage Dental Implants and loading with crown restorations. (the "Patent").

13. Todd Shatkin, DDS entered into a Licensing/Marketing Agreement with IMTEC and Andrew Jakson d/b/a Dental Tech Laboratories, LLC, thereby allowing FIRST to market and sell the patented technology. Attached hereto as **Exhibit A** is a copy of the Licensing/Marketing Agreement.

14. Shortly after inception, plaintiff Dr. Shatkin was named the Treasurer of FIRST.

15. In addition, Dr. Shatkin was employed as a licensed dentist to review surgical cases submitted by FIRST customers. Pursuant to New York law all treatment planning and stent placement must be performed by a licensed dentist.

16. The express terms of the Licensing/Marketing Agreement provided that all cases were to be reviewed by a licensed dentist.

17. In this regard, FIRST issued the following statement to its customers, among others:

Our Professionals

In an effort to offer our dentists the highest standard of quality in restorative implant dentistry, F.I.R.S.T.™ Laboratories, LLC has on its staff licensed implant dentists. Our team of professionals is headed up by Samuel Shatkin, DDS, MD. Dr. Shatkin is a Past President of The American Society of Maxillofacial Surgeons and has over 50 years of clinical experience. He and his team will analyze your cases individually, reviewing the models and x-rays to determine the appropriate placement locations, size and type of the Mini Dental Implants to be recommended. They will perform the surgery on the study models for fabrication of the surgical template to aid you in implant placement. Dr. Shatkin will personally phone your office if he has any concerns regarding your case. He is available for personal telephone consultation with you pre-operatively and intra-operatively if needed. We believe that these complimentary personal consulting services, offered by F.I.R.S.T.™ Laboratories, LLC will be a tremendous benefit to our dentists and hope that you will utilize Dr. Shatkin and his many years of experience.



Samuel Shatkin, DDS, MD

EXPERIENCE

18. Plaintiff's son, Todd Shatkin, DDS, also regularly represents to FIRST customers and potential customers that all cases submitted to FIRST will be reviewed by plaintiff or, if he is briefly absent for some reason, by Todd Shatkin, DDS.

19. As represented to FIRST customers, Dr. Shatkin (or another licensed dentist whom he supervises during any brief absence) reviewed all cases submitted to FIRST prior to his resignation on May 10, 2007.

20. In connection with performing these services, Dr. Shatkin regularly communicated with and consulted with dentists who were customers of FIRST.

21. After reviewing cases submitted to FIRST, such cases were sent to Jakson's firm Dental Tech for performance of the necessary lab work.

22. Per the terms of the Licensing/Marketing Agreement, in exchange for its 1/3 ownership of FIRST (i.e. 1/3 of the profits) Jakson d/b/a Dental Tech was to perform the necessary lab work of FIRST at wholesale prices.

23. FIRST's customers had minimal direct contact with the subcontractor Dental Tech and at all times were to conduct themselves as representing FIRST not Dental Tech.

24. All communications with the customer were through FIRST.

25. In late 2006 and early 2007, plaintiff noticed that after years of steady increase the volume of business at FIRST was suddenly declining and that FIRST had not received business from certain dentists for a long period of time.

26. Upon investigating the circumstances surrounding such decline, plaintiff's son Todd Shatkin, DDS questioned whether Jakson and Dental Tech were bypassing FIRST and performing work directly for FIRST customers.

27. In or about January 2007, Todd Shatkin, DDS approached Jakson on this subject and specifically asked him whether he and Dental Tech were performing work directly for FIRST customers. Jakson answered "absolutely not" and stated that he "would never do such a thing."

28. Thereafter, Dr. Shatkin received an inquiry from a FIRST customer concerning a case that had been sent to him. That dentist was troubled by the work provided and expressly

stated "I could tell that the case had not been planned by any dentist, let alone Dr. Samuel Shatkin or Dr. Todd Shatkin."

29. Dr. Shatkin reviewed the FIRST records and determined that FIRST had never received or processed this case.

30. Therefore, plaintiff and his son inquired further and discovered that Jakson and Dental Tech had in fact been performing work directly for numerous FIRST customers.

FIRST CAUSE OF ACTION : VIOLATION OF LANHAM ACT

31. Plaintiff repeats and realleges paragraphs 1 through 30 hereof.

32. In connection with the sale of goods and provision of services, Dental Tech issued one or more statements containing false or misleading descriptions of fact which are likely to and have caused confusion, mistake and deception as to the affiliation or association of plaintiff and Dental Tech, and as to the origin and/or approval of Dental Tech's goods and services by plaintiff Dr. Shatkin. 15 U.S.C. § 1125(a).

33. Among other things, defendant issued a solicitation package to customers of FIRST containing the following cover page:



LABORATORY, L.L.C.

FIXED / REMOVABLE

Tel. (716) 838-3838 • Fax (716) 839-8004

235 Aero Drive • Buffalo, NY 14225

www.dentalttechlab.com

Dr. Steve Brown
8020 Camp Bowie West
Fort Worth, TX 76116

Dear Dr. Brown,

I wanted to thank you for sending us your Implant business throughout the year. It is greatly appreciated!

Dental Tech Laboratory and First Laboratories work together to bring our dental partners the finest craftsmanship in the industry. In addition to our implant division we also offer our partners a complete array of fixed and removable services.

I have enclosed for your inspection a complete kit detailing the services that we can offer to you. Please use the \$50.00 gift certificate to try one of our fixed or removable products.

To send us a case just mail it to Dental Tech's office and mail it as you would your implant case and we will take care of the rest.

I want to wish you and your staff a joyful Holiday season.

Regards,

34. This letter invited FIRST customers to submit cases in the same fashion and enclosed lab slips for the submission of future cases directly to Dental Tech rather than FIRST.

Attached hereto as **Exhibit B** is a copy of the full package of materials sent to FIRST customers by Dental Tech.

35. The above letter and solicitation misleads customers and causes confusion as to the relationship, affiliation and association of Dental Tech, FIRST and plaintiff.

36. Customers are invited to submit cases in the same fashion as they have done with FIRST, which submissions involved a case review by Dr. Shatkin.

37. Defendant's actions have misled and continue to mislead and confuse customers as to Dr. Shatkin's review of cases and his alleged sponsorship or approval of the goods and services performed directly by Dental Tech.

38. Evidencing such deception, confusion and misrepresentation, multiple customers of FIRST that were serviced directly by Dental Tech have contacted plaintiff questioning the work provided and specifically questioning Dr. Shatkin's review of the cases.

39. Defendant's conduct has caused plaintiff monetary damages and has also damaged his business reputation as a licensed clinician.

39. Defendant has violated 15 U.S.C. § 1125(a) and is liable to plaintiff in amount to be determined at trial, but not less than \$200,000.

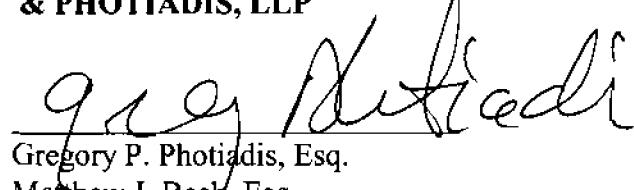
40. Plaintiff is entitled to a permanent injunctive relief specifically requiring defendant to retract and cease and desist all statements of false or misleading descriptions of fact which are likely to cause confusion, mistake and/or deceive consumers as to the affiliation or association of plaintiff and Dental Tech, and as to the origin and/or approval of Dental Tech's goods and services by plaintiff Dr. Shatkin.

WHEREFORE, plaintiffs requests:

1. Under its first cause of action, (a) awarding plaintiff damages in an amount to be determined at trial, but not less than \$200,000; and (b) a permanent injunctive relief specifically requiring defendant to retract and cease and desist all statements of false or misleading descriptions of fact which are likely to and cause confusion, mistake and/or deceive consumers as to the affiliation or association of plaintiff and Dental Tech, and as to the origin and/or approval of Dental Tech's goods and services by plaintiff Dr. Shatkin;
2. Costs and attorneys' fees in this action; and
3. Such other and further relief as this Court deems just and proper.

Dated: May 22, 2007

**DUKE, HOLZMAN, YAEGER
& PHOTIADIS, LLP**



Gregory P. Photiadis, Esq.
Matthew J. Beck, Esq.
Attorneys for Plaintiff
1800 Main Place Tower
Buffalo, New York 14202
Tel: (716) 855-1111

EXHIBIT A

LICENSING/MARKETING AGREEMENT

The following represents an exclusive Licensing/Marketing Agreement, made and entered into this 16 day of September 2003, by and between IMTEC Corporation, 2401 North Commerce Street, Ardmore, Oklahoma 73401 (IMTEC), Todd E. Shatkin, D.D.S., an individual, 2500 Kensington Avenue, Amherst, New York 14226 (Shatkin) and Andrew Jakson, dba Dental Tech Laboratories LLC, a limited liability corporation, 2000 Eggert Road, Amherst, New York 14226 (Jakson).

RECITALS AND AGREEMENT:

WITNESSETH: For ten dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Shatkin, Jakson, and IMTEC do hereby contract, covenant and agree as follows:

CREATION OF BUSINESS ORGANIZATION & GRANT OF LICENSE:

I. A Nevada limited liability corporation by the name of F.I.R.S.T. Laboratories, LLC, (F.I.R.S.T.) shall be formed by IMTEC, Shatkin and Jakson, which shall be owned in the following proportions:

IMTEC – an undivided one-third.

Shatkin – an undivided one-third.

Jakson – an undivided one-third.

Appropriate certificates of units of ownership of the limited liability corporation shall be issued to the individuals and/or entities described above.

TERM:

2. The term of this agreement shall begin on the date hereof and shall continue so long as IMTEC continues to promote and market certain intellectual properties granted in an exclusive license to F.I.R.S.T. by Shatkin.

BUSINESS PLAN:

3. Shatkin has conceived an idea and concept for fabricated implant restoration of teeth and has filed an application for patent protection with the U.S. Patent and Trademark Office in Washington, D. C. Shatkin hereby grants to F.I.R.S.T. an exclusive license to make, have made, use, lease/or sell the TECHNOLOGY and LICENSED PRODUCTS within the scope of the intellectual properties described to include any patent, divisional patent, continuation patent or continuation-in-part (CIP) patent issued by the United States Patent and Trademark Office (USPTO) or other foreign patent office or entity. This grant of exclusive license shall be revoked upon the dissolution, bankruptcy, or voluntary sale of assets of F.I.R.S.T. and in said event(s) all rights granted in said exclusive

license shall revert to Shatkin. The reversion heretofore described shall not apply in event the shareholders of F.I.R.S.T. shall elect at any time to sell the company or its assets for fair market value to a bona-fide purchaser. The concept, TECHNOLOGY and LICENSED PRODUCTS will then be marketed to clinicians, including general dentists, oral surgeons, periodontists and prosthodontists, by IMTEC. F.I.R.S.T. shall collect scheduled fees from dentists who place orders for fabricated implant restorations and complete the necessary laboratory work involved. The final price to be charged ordering doctors will be determined by the parties and shall be in the \$150.00/\$165.00 per restoration range. From the gross price received by F.I.R.S.T., Shatkin shall receive 10% as a royalty for allowing F.I.R.S.T. the exclusive use of his invention and intellectual property. Further, F.I.R.S.T. shall subcontract with Jakson to fabricate restorations at wholesale prices (approximately \$90-\$95/unit for PFM and All Porcelain) and \$85.00 per unit for Layered Resin Restorations. In addition to performing high quality work, Jakson shall employ or retain an independent contractor or licensed dentist as a consultant to review and evaluate case treatment plans submitted by customers of F.I.R.S.T. The consultant, at Jakson's expense, will review the submitted file, including proposed treatment plans, x-rays, models, photographs, etc., prior to rendering an opinion whether F.I.R.S.T. should create the ordered restoration. The final decision on how to treat and whether or not to treat will always remain with the ordering dentist.

Shatkin will actively promote the F.I.R.S.T. procedure and technique at all reasonable times and places, including but not limited to telephone communications with other clinicians, seminars and teaching assignments, mini-residencies conducted at his clinic, and during professional meetings and trade shows. IMTEC will actively promote the F.I.R.S.T. concept and technique in dental journal advertisements, seminars, training courses, professional meetings and trade shows.

From gross proceeds, Shatkin's royalty shall be deducted as well as Jakson's laboratory fees plus normal operating expenses incurred. The balance left shall be divided equally between IMTEC, Shatkin and Jakson.

In addition to providing restorations to dentists, F.I.R.S.T. may train additional laboratories on the F.I.R.S.T. technique, and certify those laboratories as F.I.R.S.T./IMTEC certified labs. If F.I.R.S.T. so elects, Shatkin and/or Jakson will train and certify qualified laboratories and charge a certification fee (parties estimate certification fees in the neighborhood of \$10,000) that will include necessary materials to fabricate restorations. The certification fee shall be payable to F.I.R.S.T. and treated in the same manner as set out above. IMTEC agrees to only allow laboratories that Shatkin and/or Jakson certify and approve as approved laboratories to serve under this agreement.

The above business plan may be varied and/or modified at anytime by the agreement of the parties hereto, including pricing concepts.

EFFECTIVE DATE:

4. The effective date for this agreement shall be September 1, 2003.

INCORPORATION OF CONCEPT INTO CURRENT MARKETING:

5. IMTEC shall take steps to incorporate the F.I.R.S.T. technique and method into its product lines and shall market same on a global basis.

COMPENSATION REPORT:

6. F.I.R.S.T. agrees to provide Shatkin, Jakson and IMTEC written compensation reports each calendar month reflecting unit sales, prices and methods of computation of royalties. F.I.R.S.T. shall prepare and maintain, for a period of three (3) years, in accordance with good accounting practices, accurate books of account and records covering all transactions relating to the license hereby granted.

TRADEMARKS, INTELLECTUAL PROPERTIES & TRADE NAME:

7. The patents, trademarks, trade names, registered names, logos, protocols, drafts, techniques and any other intellectual properties owned or controlled by Shatkin shall be licensed to F.I.R.S.T. and made available to IMTEC for the purpose of marketing the F.I.R.S.T. Fabricated Implant Restoration product line. IMTEC will use its discretion in marketing the F.I.R.S.T. Fabricated Implant Restoration and Surgical Technique and will take steps to blend it with IMTEC's current marketing schemes.

DEFINITIONS:

8. **TECHNOLOGY** shall be defined as all inventions, discoveries, information, technical data, or other know-how, whether patentable or not, related to the fabricated implant restoration of teeth and/or dental crowns.

LICENSED PRODUCT shall be defined as any item, the manufacture, use or sale of which, whether as a single item or part of a kit, which utilizes **TECHNOLOGY**, and is manufactured, marketed, advertised or otherwise promoted for the sole purpose of employing fabricated implant restoration of teeth and/or dental crowns.

IMPLANT shall be defined as a dental device placed within or embedded within jawbone tissue for the purpose of supporting a single artificial dental crown or a plurality of dental crowns. **IMPLANT** shall not mean any complete **LICENSED PRODUCT**.

HOLD HARMLESS:

9. F.I.R.S.T. shall defend or settle, at its own expense, any claim, action, suit or legal proceeding that may be brought against IMTEC, Shatkin and/or Jakson by reason of the manufacture or distribution of LICENSED PRODUCT by F.I.R.S.T. F.I.R.S.T. also will indemnify and hold IMTEC, Shatkin, and/or Jakson harmless from and against all damages and costs adjudged or decreed against and actually paid by IMTEC, Shatkin, and/or Jakson in any such claim, action, suit or legal proceeding in accordance with a final decree of final judgment rendered by a Court of competent jurisdiction in a decision, unappealed or unappealable, or any costs actually paid by IMTEC, Shatkin, and/or Jakson in connection with any settlement of any such claim, action, suit or legal proceeding. IMTEC, Shatkin, and/or Jakson shall, however, have given F.I.R.S.T. prompt written notice of such claim, action, suit or legal proceeding and shall permit F.I.R.S.T., by counsel of its own choosing, to defend or settle same, and provided further that IMTEC, Shatkin and/or Jakson shall not have settled such claim, action, suit or legal proceeding without the consent of F.I.R.S.T. , which consent shall not be unreasonably withheld. F.I.R.S.T. also agrees to name IMTEC, Shatkin, and Jakson as named or additional insured on any product liability insurance policy obtained by F.I.R.S.T. F.I.R.S.T. shall *not* defend or settle at its own expense any claim, action, suit or legal proceeding that may be brought against IMTEC by reason of the manufacture or distribution of IMPLANTS by IMTEC.

SHATKIN CO-OPERATION WITH IMTEC:

10. Shatkin pledges to co-operate fully with IMTEC in continuing to develop and market the F.I.R.S.T. dental implant technique, as defined heretofore. In that regard, Shatkin pledges to furnish IMTEC with any customer data bases or referrals and any other intellectual property, tangible item or information that would assist IMTEC, in any manner, in marketing the F.I.R.S.T. line of products and/or services.

CONFIDENTIALITY:

11. During and after the term of this agreement, IMTEC, Shatkin & Jakson agree, where authorized by law, to secure, protect and keep confidential all proprietary information concerning the F.I.R.S.T. Fabricated Implant Restoration and Surgical Technique, including, without limitation, FDA and intellectual property data. The parties shall immediately report to each other any unauthorized disclosure or use of the propriety information described herein and each shall take prompt steps to prevent any further unauthorized disclosure or use.

NO PARTNERSHIP OR JOINT VENTURE:

12. By entering into this exclusive licensing/marketing agreement, the parties hereto stipulate that they have not entered into any type of general or limited

partnership, or joint venture, and will remain separate entities. The created limited liability corporation, F.I.R.S.T. Laboratories, LLC, shall own the exclusive license to TECHNOLOGY and LICENSED PRODUCTS.

NON-COMPETE:

13. Shatkin and Jakson covenant and agree in this matter that so long as this License/Marketing agreement is in full force and effect, Shatkin and Jakson, individually or as any corporation or entity, including but not limited to Dental Tech Laboratories, LLC, shall not compete in any manner with IMTEC by engaging in any enterprise engaged, directly or indirectly, in the business of manufacturing, marketing or selling fabricated implant restorations and/or surgical techniques, or a similar business to the F.I.R.S.T. Fabricated Implant Restoration and Surgical Technique technique and protocol.

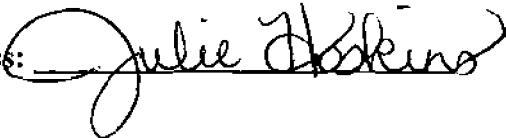
ENTIRE AGREEMENT:

14. This agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this agreement or any of the terms or provisions hereof shall be binding upon either party hereto unless confirmed by a written instrument signed by officers of both parties.

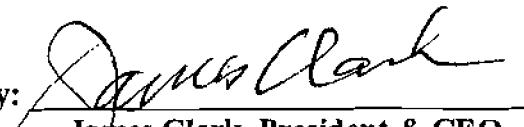
IN WITNESS WHEREOF, the parties have executed this agreement on the date first set forth above.

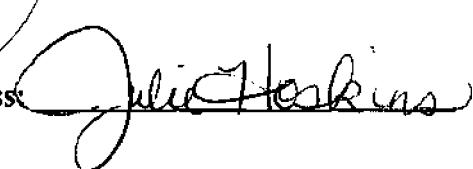
Todd E. Shatkin, D.D.S., an individual

By: 
Todd E. Shatkin, D.D.S.

Witness: 

IMTEC Corporation

By: 
James Clark, President & CEO

Witness: 

Dental Tech Laboratories, L.L.C.

By:

Andrew Jackson, Owner

Witness:

Demetra Moustakos

EXHIBIT B



FIXED / REMOVABLE

Tel: (716) 838-3838 • Fax (718) 839-8004

235 Aero Drive • Buffalo, NY 14225

www.dentaltechlab.com

Dr.

Dear Dr. [redacted],

I wanted to thank you for sending us your Implant business throughout the year. It is greatly appreciated!

Dental Tech Laboratory and First Laboratories work together to bring our dental partners the finest craftsmanship in the industry. In addition to our implant division we also offer our partners a complete array of fixed and removable services.

I have enclosed for your inspection a complete kit detailing the services that we can offer to you. Please use the \$50.00 gift certificate to try one of our fixed or removable products.

To send us a case just mail it to Dental Tech's office and mail it as you would your implant case and we will take care of the rest.

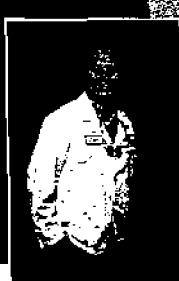
I want to wish you and your family a joyful Holiday Season.

Regards,

Office Staff

Dental Tech

LABORATORY LLC



Andy Jakson
Owner & President

- Treatment Planning
- Client Relations

Office: 716-839-8008 x11
Mobile: 716-903-3151
Home: 716-633-6777



Kevin Summerville
General Manager

- Crown & Bridge Specialist
- Technical Support

Office: 716-839-8008 x26
Mobile: 716-816-5913



Noah Whiteford
Implant Specialist

- Technical Support
- Client Contact

Office: 716-839-8008 x12
Mobile: 716-238-1905



Darlene Jakson
CFO

- Accounts Receivable/Payable
- Human Resources

Office: 716-839-8008 x18
Mobile: 716-903-3152



Mark Hager
Operations Manager

- Seminar Coordinator
- Marketing & Business Support

Office: 716-839-8008 x16
Mobile: 716-816-5913

Dental Tech Laboratory

235 Aero Drive
Buffalo, New York 14225

716-839-8008
1-888-839-8006

Hours of Operation:
7:00am - 5:00pm Monday - Friday EST



James Wasikowski
Removable Manager

- Removable Prosthetic Specialist
- Technical Support

Office: 716-839-8008 x22
Mobile: 716-238-1491



Gail Travis
Shipping/Receiving Mgr.

- Case Scheduling & Logistics
- Customer Service

Office: 716-839-8008 x13
Mobile: 716-228-4119



Joe Miller
Customer Service Manager

- Client Relations
- Sales & Marketing

Office: 716-839-8008 x17
Mobile: 716-553-2503
Home: 716-446-1695



Bethany Scibetta
F.I.R.S.T. Laboratory
Customer Contact

- Case Scheduling & Logistics
- Customer Service

Office: 716-839-8008 x14

Dental Tech LABORATORY, LLC

Our People...

Our lead technicians who make the majority of the technical staff have over 20 years experience each, providing you the services of some of the most talented people in the industry.

Our professional fleet drivers provide free local pickup and delivery and assure your cases are delivered to our technicians quickly.



Our Laboratory...

Dental Tech is a full service dental prosthetic lab located in Buffalo, New York.

We provide prosthetics for crown and bridge, veneers, implants, cosmetics, partials, and dentures.

We service a majority of the groups in the Western New York area, and have clients ranging from small practices to large clinics.



Our Value Added Services ...

- Case Consultation
- Technical Assistance
- Custom Shade Taking
- Same Day Repairs (available for most local dentists)
- Staff Training Programs
- Continuing Education Credit Seminars
- Credit Card Payment
- 7 Year Limited Warranty



Our new state of the art facility



On-site operatory available for custom shades and your emergency cases!

In-House Laboratory Schedule

Our standard business hours are 6:30am - 5:00pm Monday - Friday. Following are the normal laboratory times we require in order to provide you with the best possible prosthetics from Dental Tech Laboratory, LLC. These are in-house working days. Emergencies do happen, so please call if you need special assistance.

Removable	Days
Hard Nightguard	1 Day
Set-Ups	1 Day
Resets	1 Day
Process/Etch	1 Day
Baseplate/Rim	1 Day
Acrylic Partials	1 Day
Framework/Rim	1 Day
Framework/Setup	1 Day
Cast Clasps	1 Day

Crown & Bridge	Days
Standard PFM	6 Days
IPS/Empress	6 Days
IPS Ers	6 Days
Metal Try-In	4 Days
In-House Shade Taking	1 Day
Overs Units	+2 Days

Hometown Advantage	Days
Bite Tray	1 Day
Soft Mouthguard	1 Day
Custom Tray	1 Day
Retine (hard/soft)	1 Day
Bleaching Tray	1 Day
Flipper (1-2 teeth)	1 Day

Call For Pick-up - (716) 839-8008 or toll free 1-888-839-8008
Whenever possible, call for same day pick up (up to 2:00pm). After 3:00pm
please leave a message for next day pick up.



2006 Fee Schedule

Bison Restorations

PEM Base Alloy	\$79.00
Full Non-Precious Crown	\$89.00
IPS Empress/Eris Crown	\$99.00
IPS Empress Onlay/Inlay/Veneer	\$99.00
Standard Denture (per arch)	\$145.00
- Cost of teeth included	
- Lucitone 199 or Coe-Lor Acrylic	
- Includes Wax Rims, Set-up for try-in and processing	
Standard Partial	\$155.00
- 2 clasp metal framework - 6 or fewer teeth	
- Includes try-in and processing	

A Division of Dental Tech Laboratory, LLC - For the budget conscious treatment plan

Crown & Bridge

Porcelain Fused to Metal	\$99.00
Full Cast Crown	\$88.00
Onlay/Inlay	\$80.00
Post & Core	\$40.00
Cast Resin Post	\$32.50
Maryland Bridge - 1 pontic, 2 abutments	\$146.50
Captek	\$162.00
Temporary Crown	\$38.00
Custom Shade (Clear Match)	\$25.00
Rest	\$15.00
ERA Attachment	\$57.50
Chairside Consultation	N/C

Metal fees are additional

Cosmetic

PFZ e-max	\$179.00
Empress or Eris Crown	\$146.50
Empress Onlay/Inlay	\$120.50
Empress Veneer	\$120.50
Sculpture Plus Crown/Pontic	\$120.00
Sculpture FibreKor Onlay/Inlay	\$115.00
All Ceramic Maryland Bridge	\$235.00

Miscellaneous

Porcelain Margin	\$26.50
Crown for RPD	\$36.50
Diagnostic Wax-up (per tooth)	\$9.00
Epoxy Model	\$26.50
Custom Shade Taking	\$25.00
Re-etch Maryland Bridge	\$26.50
Porcelain Wiggs	\$26.00

Attachments / Implants

Surgical Stent/Diagnoses & Survey	\$155.00
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Removable

Articulation	N/C
Pour Model	N/C
Duplicate Model	\$20.00
Custom Tray	\$20.00
Baseplate with Bite Rim	\$20.00
Bite Rim Only	\$12.00
Set-up Partial Denture (1-8 teeth)	\$37.00
Each additional tooth	\$4.00
Process/Finish CD - Success/Ivocap	\$95.00
Process/Finish RPD - Success/Ivocap	\$85.00
Process Flexite/Flexiplast/FRS RPD	\$125.00
Flipper (1-2 teeth) - no clasps	\$52.50
Bleaching Tray	\$26.50
Nightguard - Clear Acrylic	\$85.00
Soft Seal Gasket (per gasket)	\$36.50
Jump Denture	\$85.00
Name/Characters in Acrylic	\$15.00
Gold Tooth	\$57.50
ERA Attachment	\$57.50
Conventional Processing	\$75.00

Cast Partial Frameworks

Upper Framework - 2 clasps/rests	\$125.00
Lower Framework - 2 clasps/rests	\$110.00
Strengthening Bar Framework	\$85.00
Full Metal Palate	\$75.00
Unilateral Framework	\$70.00
Cast Segment	\$50.00
Laser Weld	\$50.00
Cast Clasp	\$41.50
Custom Veneer Partial	\$28.00
A - P/O - Bar	\$16.00
Clasp/Rest	\$16.00
Survey/Design Only	\$15.00
Lingual Plate - Each Tooth	\$8.00
Saddle	\$6.00

Denture Repair Service

Same day service offered for most area locations.	
Acrylic & Tooth Repair	\$37.50
Each Tooth Set-up	\$4.00
Additional Wire Clasp	\$14.00
Solder-Loop/Post	\$20.00
Reline - hard	\$57.50
Reline - soft	\$88.00
Fracture - With retention plus teeth	\$47.00
Denture/Partial Reconditioning	\$50.00
Ball Clasps	\$15.00

Teeth Fees additional - we offer: Classic, IPN & Bioglass

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We're a partner in your success!

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www.dentaltechlab.com



235 Aero Drive
Buffalo, New York 14225



"The Economic Model of a Dental Practice" Understanding Your Performance Drivers

Presented by - Lisa Philipson, DMD



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Benco Dental and Dental Tech Laboratory
Invite you to attend...

The Economic Model of a Dental Practice

Understanding Your Performance Drivers

Presented by - Lisa Philp - RDH, CMC

COURSE OVERVIEW

The true "Currency" of your practice lies within major areas of influence and the five key engines. Each engine is comprised of key performance drivers providing a road map to your untapped possibilities. Learn how to measure your success, create strategies for what isn't working and plan strategies and solutions creating the future you desire.

COURSE OBJECTIVES

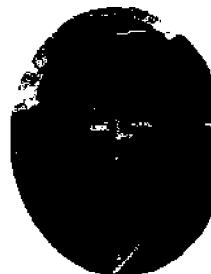
- Interpretation of the economic model
- Discovering the "Pillars of the Dental Practice"
- 5 key engines that drive operations
- 21 performance driver analysis
- 44 systems and solutions for the future
- Where untapped possibilities lie in the practice

COURSE LOCATION

Courses will be held at Dental Tech Laboratory in Cheektowaga, NY. Dental Tech is conveniently located near the NYS Thruway, Buffalo-Niagara International Airport, and the historic Village of Williamsville. Also minutes from Downtown Buffalo and Canada, and a short drive from the great ski areas of Colden and Ellicottville, NY.

DATE:	January 12th, 2007
TIME:	8:30am - 3:30pm
PLACE:	Dental Tech Laboratory 205 Aero Drive Buffalo, NY 14226
CREDITS:	6 A.G.D Approved Credits
TUITION:	Doctor \$180.00 Staff Member \$79.00

ABOUT THE PRESENTER



Lisa Philp is the president of Transitions Group North America, a premier full service, value based, coaching company for dentistry. She graduated from East Tennessee State University as a Registered Dental Hygienist nineteen years ago.

The combination of her business savvy and clinical expertise has produced a winning combination when she coaches dental practices in North America. As a leader and coach, she has been instrumental in the creation and development of numerous customized client programs that have been designated approved under the PACE Program by the Academy of General Dentistry and has coached hundreds of dental practices through their success transition.

Lisa's mission is to make dentistry simple and fun allowing dental professionals to achieve personal and professional fulfillment in the workplace. Her passion and enthusiasm has impacted thousands of dental professionals as evidenced by the numerous testimonials and her status as Canada's most sought after dental speaker.

- Certified facilitator in Integrity Selling.
- Certified Management Consultant as designated by the Academy of Dental Management Consultants.
- Recognized in the National Register's Who's Who in Canadian Dentistry.
- Currently provides training to students at University of Toronto, Faculty of Dentistry.

ADAC-E-R-P
CONTINUING EDUCATION RECOGNITION PROGRAM

Dental Tech
LABORATORY, LLC

Benco Dental



235 Aero Drive
Buffalo, New York 14225



* 18 Credits based on 3 part series/ 6 credits per session.

Implant Dentistry: A Three Part Mini Residency Program Presented by Glen Applebaum, DDS

July 19-21, 2007 • Buffalo, NY • 18 CE Credits
The Medical Center • 1000 Main Street • Buffalo, NY 14203

Zimmer Dental Inc. and Dental Tech Laboratory
Would like to invite you to attend...

Implant Dentistry: A Three Part Mini Residency Program

Presented by - Glen Applebaum D.D.S.

COURSE OVERVIEW

This three part general dental implant education program is designed for general practitioners and will cover the applied principles and philosophies towards restoration. The course will be primarily lecture and discussion with some hands on exercise and demonstration.

COURSE TOPICS

SESSION I (March 9th, 2007)

- Considerations in implant prosthetics
- Alternatives in single tooth replacement
- Introduction to removable prosthetics

SESSION II (May 11th, 2007)

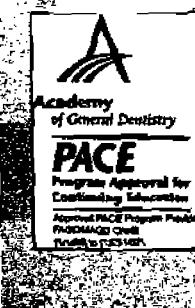
- Small span cemented fixed bridge prosthetics
- Introduction to clip bar overdentures

SESSION III (September 14th, 2007)

- Multi-unit fixed detachable restorations
- Splinting implants to natural teeth
- Treatment planning

LOCATION

Courses will be held at Dental Tech Laboratory in Cheektowaga, NY conveniently located near the NYS Thruway, Buffalo-Niagara International Airport, the historic Village of Williamsville and minutes from downtown Buffalo and Canada.



ABOUT THE PRESENTER



Dr. Glen Applebaum graduated from Rensselaer Polytechnic Institute in 1978 receiving a BS in Chemistry and received his DDS degree from New York University College of Dentistry in 1981 completing his residency at New Rochelle Hospital Medical Center.

Dr. Applebaum has been published in the Canadian Dental Journal Oral Health, the Journal of Nuclear Medicine, and Dental Surgery Products. He maintains a practice in general dentistry in New Rochelle, New York

- Member of the ADA
- Member Dental Society of the State of New York
- Member American College of Oral Implantology
- Fellow of the International Congress of Oral Implantologists (ICOI).
- Master of the Implant Prosthodontic Section (IPS) of the ICOI.
- Served as Vice Director of the Membership Committee of the IPS

DATES:

March 9th, 2007
May 11th, 2007
September 14th, 2007

PLACE:

Dental Tech Laboratory
2074 Erie Blvd E
Buffalo, NY 14225

CREDITS:

12 - C.E.U. hours / 3 days
\$699.00

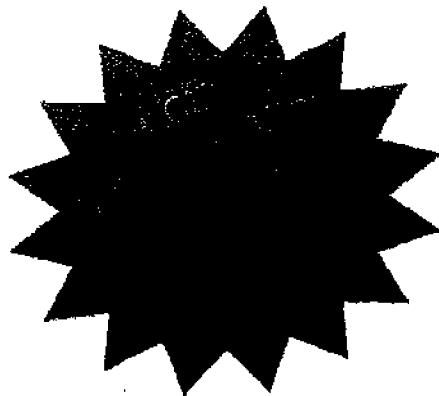
TUITION:

12 - C.E.U. hours / 3 days
\$699.00

For more information contact:
Glen Applebaum, D.D.S.
Dental Tech Laboratory, Inc.
2074 Erie Blvd E
Buffalo, NY 14225
(716) 822-1125



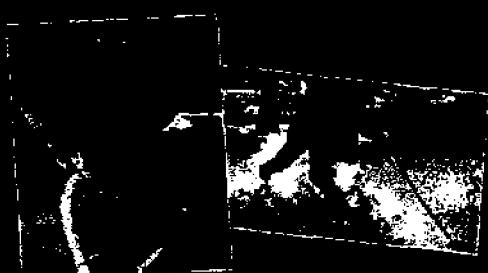
235 Aero Drive
Buffalo, New York 14225



Precision Based Orthodontics

A Mid-Winter Education Event

Presented by Dr. Ken Koch
of
Real World Ende



For more information contact:
Dental Tech Laboratory, LLC
235 Aero Drive
Buffalo, NY 14225
(716) 679-1111

**Brassler USA and Dental Tech Laboratory
Invite you to attend...**

Precision Based Endodontics

Presented by - Ken Koch DMD of Real World Endo

COURSE OVERVIEW

This very popular format allows the participant to receive in-depth training in how to perform "Precision-Based Endodontics." The morning is dedicated to lecture material and the afternoon is a comprehensive hands-on experience.

COURSE TOPICS

The morning session covers real world access, the .06 preparation (orifice to apex) and its benefits, as well as the most efficient methods to accomplish this canal shape.

The hands-on session provides the participants the opportunity to use "Precision-Based" techniques to "machine a preparation" and obturate canals utilizing the latest Real World Endo technology.

During this lecture you will learn how to:

- Visualize and Create the "ideal access" preparation.
 - Fully understand "Crown Down" philosophy.
 - Differentiate between Constant and Variable Taper Systems.
 - Make instrumentation and obturation "Precision Based" and quality oriented.
 - Appreciate new hand file designs that compliment rotary techniques.
 - Experience Rheostat-free Endodontics.
 - Perform "Painless Endodontics" in your practice.

ATTENDEE REQUIREMENTS

Attendees should bring six extracted teeth (two *anterior*, two *bicuspid*s and two *molar*s) accessed and negotiated to length with a 10-k file in the presence of a lubricant. Attendees should also take pre-*op* radiographs of all teeth with the negotiation file in

ABOUT THE PRESENTER



Dr. Ken Koch received both his DMD and Certificate in Endodontics from the University of Pennsylvania School of Dental Medicine. He is also the founder and past Director of the New Program in Postdoctoral Endodontics at the Harvard School of Dental Medicine. Prior to his

In addition to his Endodontic career, Dr. Koch spent ten years in the Air Force and held, among various positions, that of Chief of Prosthodontics at Osan AFB and Chief of Prosthodontics at McGuire AFB. In addition to maintaining a private practice, limited to Endodontics, Dr. Koch has lectured extensively in both the United States and abroad. He is also the author of numerous articles on Endodontics, and is a co-founder of Real World Endo.

COURSE LOCATION

Courses will be held at Dental Tech Laboratory in Cheektowaga, NY. Dental Tech is conveniently located near the NYS Thruway, Buffalo-Niagara International Airport, and the historic Village of Williamsville. Also minutes from downtown Buffalo and Canada, and a short drive from the great ski areas of Holden and Ellicottville, NY.

DATE: Feb. 2nd, 2007
TIME: 8:00am - 4:00pm
PLACE: Denice's Restaurant, 1000
25th Ave S, Suite 9
Riverside, CA 92570
CREDITS: \$150.00 per person
NOTES: (none)





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(716) 838-3838

Today's Date _____

Due Date AM PM

Account No. _____

Dr. _____

Telephone _____

Patient _____

Sex/Age _____

SPECIAL INSTRUCTIONS**REMOVABLE****SHADE**

DENTURE TEETH	MOLD
<input type="checkbox"/> CLASSIC	Ant. _____
<input type="checkbox"/> IVOCLEAR	Post _____

PARTIAL FRAMEWORKS:

- Upper Lower
 Strengthening Bar Frame
 Cast Clasp } Laser Weld
 WW Clasp } Solder

TRIAL TYPE

- Frame Only
 Frame w/Bite Blocks
 Frame w/Set-Up
 Frame, Set-Up & Finish

DENTURES:

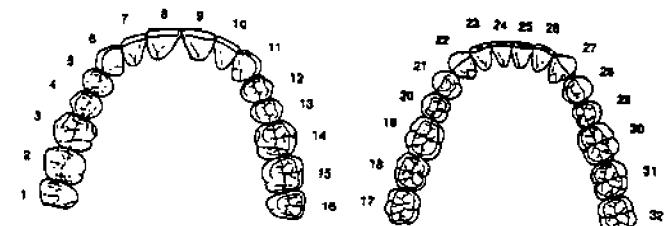
- Custom Tray
 Base Plate Bite Rims

POSTERIORS

- 30° 20° 10°

PROCESS

- CONVENTIONAL
 IVOCAP/SUCCESS
 INJECTION
 FLEXIBLE
 DENTAL RESIN
 FLEXIBLE CLASPS
 CLEAR TOOTH
 PINK FIBERED
 BRUNETTE

CASE DESIGN

Personal Signature _____

License No. _____

Date _____

Purchaser agrees to pay invoice by the tenth of the following month. Any amount unpaid will be subject to finance charge. The charge is imposed on the financed balance at the rate of 2% per month. In case of default of payment in full, you agree to pay all court costs, attorney fees, and any collection costs.

Please send: RX Boxes Call Doctor



Dr. _____

Telephone _____

Patient _____

Sex/Age _____

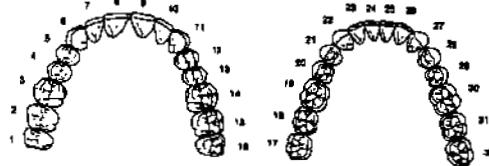
www.dentaltechlab.com

(716) 838-3838

Today's Date _____

Due Date AM PM

Account No. _____

CASE DESIGN**FIXED****SHADE****RESTORATIONS**

- Porcelain to Metal (PFM)
- Porcelain to Zirconium (PFZ)
- Laminate Veneer
- Maryland Bridge Ceramic Metal
- ips* ERIS®/EMPRESS®
- Sculpture-plus™
- CapTek™/AGC™

BUCCAL GINGIVAL COLLAR

- Porcelain
- Minimal Metal Margin
- Regular Metal Margin
- Porcelain Butt

PONTIC**TYPE OF CORE**

- Base Alloy
- Noble Alloy
- High Noble Alloy
- Yttrium Stabilized Zirconium

Personal Signature _____

License No. _____

Date _____

Purchaser agrees to pay invoice by the tenth of the following month. Any amount unpaid will be subject to finance charge. The charge is imposed on the financed balance at the rate of 2% per month. In case of default of payment in full, you agree to pay all court costs, attorney fees, and any collection costs.

Please send: RX Boxes Call Doctor



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JOSEPH G. MILLER
Regional Sales Manager

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